5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Mesouri Public Service Commission

5.4 Other Service Arrangements (Cont'd)

REC'D SEP 0 9 1999

8. <u>Total Solution GoldSM Service</u>

A. Description

Total Solution GoldSM Service is an offering which allows customers to select shared and dedicated outbound and inbound service arrangements and obtain Term Plan discounts. Total Solution GoldSM calls are eligible for volume discounts based on total cross-contribution usage from all interstate and intrastate shared and dedicated outbound and inbound usage products (directory assistance and operator assistance are not contributory). Discounted rates apply retroactively, such that once the next dollar threshold is reached, the lower rate applies back to the first minute of usage for that billing period. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the volume discount cross-contribution calculation.

The Outbound Calling Service arrangement is a long distance switched access service, which is available on either a shared or dedicated basis. The usage is billed on a flat rated basis. Outbound Calling Service calls are billed in 6 second increments, with an initial billing period of 18 second per call. Rates for Operator-assisted calls are set forth in Section 5.3.2.

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- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
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5.4 Other Service Arrangements (Cont'd)

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- 8. Total Solution GoldSM Service (Cont.)
 - A. <u>Description (Cont.)</u>

The Inbound Calling Service arrangement is a toll free switched access service, which permits calls to be completed at the Customer's location without charge to the calling party. This service is available on either a shared or dedicated basis. Access to the service is gained by a end user dialing a 10 digit telephone number (e.g., 800+NXX-XXXX) which will terminate at the Customer's location. The usage is billed on a flat rated basis. Toll Free Service calls are billed in 6 second increments, with an initial billing period of 18 seconds per call. In addition, there is a non-recurring and monthly recurring Toll Free Service number charge, which will be applied either on a "per Toll Free Service number" basis for shared access or on a "per routing arrangement" basis for dedicated access (reference rates in Section 5.4.9.G

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5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

REC'D SEP 0 9 1999

- 8. Total Solution GoldSM Service (Cont'd)
 - B. Term Plans

Total Solution GoldSM Service is available on a month to month basis (only available to Customers having the service prior to August 18, 1996) or available at discounted 1 or 2 year Term Plan rates. Customers currently subscribing to Total SolutionSM Service and Total Solution GoldSM Service month to month term plans will continue under the service until the expiration of the contracts in place prior to August 18, 1996. Term Plans are subject to a minimum monthly usage level of \$500 (\$250 minimum for Customers having the service prior to October 15, 1995) for shared access or \$2,500 (\$1,000 minimum fee for Customers having the service prior to October 15, 1995) for dedicated access after 90 days of initial service. Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's actual usage and the Customer's minimum monthly commitment. Term Plan threshold calculations will include usage charges from all intrastate and interstate switched outbound and inbound usage products (directory assistance and operator assistance are not contributory). Charges such as taxes, late payment fees and other service non-recurring and monthly recurring charges will not be included in the Term Plan usage threshold calculation. A Customer who terminates a Term Plan prior to the term's expiration will be required to pay in one lump sum an amount equaling the monthly minimum service usage charge times the number of months remaining in the term.

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 8. <u>Total Solution GoldSM Service</u> (Cont'd)

Sarvice Commission

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B. <u>Term Plans (Cont.)</u>

A Customer may terminate their Term Plan without liability under the following conditions:

- The customer requests, and remains on, a new Term Plan for a term equal to or greater than the time remaining on their current Company Term Plan.
- 2) The Customer provides written notification to cancel the Term Plan to the Company postmarked within 90 days of the commencement of the Term Plan. The Customer is responsible for payment of services used during this period.

Term Plans will be automatically renewed unless the Customer notifies the Company in writing to cancel the renewal within 30 days of expiration of the current Term Plan.

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 8. Total Solution GoldSM Service (Cont'd)
- Misseuri Public Sarvico Commission
 - REC'D SEP 0 9 1999

- C. <u>Usage Charges</u>
 - 1. Outbound Calling Service
 - (a) Shared Per Minute Rates

Usage	Month to		
Per Month	<u>Month</u>	<u>1 Year</u>	<u>2 Year</u>
\$0-\$249	.1734	.1679	.1623
\$250-\$999	.1706	.1651	.1595
\$1,000-\$2,499	.1679	.1623	.1567
\$2,500-\$4,999	.1651	.1595	.1539
\$5,000-\$9,999	.1623	.1567	.1511
\$10,000-\$19,999	.1595	.1539	.1483
\$20,000 +	.1567	.1511	.1455

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
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5.4 Other Service Arrangements (Cont'd)

- RECD SEP 0 9 1999
- 8. <u>Total Solution GoldSM Service</u> (Cont'd)
 - C. <u>Usage Charges</u>
 - 1. Outbound Calling Service
 - (b) <u>Dedicated</u> Per Minute Rates

Usage	Month to		
Per Month	<u>Month</u>	1 Year	<u>2 Year</u>
\$0-\$249	.1231	.1175	.1119
\$250-\$999	.1231	.1175	.1119
\$1,000-\$2,499	.1203	.1147	.1091
\$2,500-\$4,999	.1175	.1119	.1063
\$5,000-\$9,999	.1147	.1091	.1035
\$10,000-\$19,999	.1119	.1063	.1007
\$20,000 +	.1091	.1035	.0979

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
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Other Service Arrangements (Cont'd) 5.4

- RECD SEP 0 9 1999
- 8. Total Solution GoldSM Service (Cont'd)
 - C. Usage Charges (Cont'd)
 - 2. Inbound Calling Service
 - (a) Shared - Per Minute Rates

Usage Per Month	Month to <u>Month</u>	<u>1 Year</u>	<u>2 Year</u>
\$0-\$249	.1846	.1679	.1623
\$250-\$999	.1818	.1651	.1595
\$1,000-\$2,499	.1790	.1623	.1567
\$2,500-\$4,999	.1762	.1595	.1539
\$5,000-\$9,999	.1734	.1567	.1511
\$10,000-\$19,999	.1706	.1539	.1483
\$20,000 +	.1679	.1511	1455

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 8. <u>Total Solution GoldSM Service</u> (Cont'd)
- Solvies Commission
- RECD SEP 0 9 1999

- C. <u>Usage Charges</u> (Cont'd)
 - 2. <u>Inbound Calling Service (Cont.)</u>
 - (b) <u>Dedicated</u> Per Minute Rates

Usage	Month to	4 V	0.1/.
Per Month	<u>Month</u>	<u>1 Year</u>	<u>2 Year</u>
\$0-\$249	.1343	.1175	.1119
\$250-\$999	.1343	.1175	.1119
\$1,000-\$2,499	.1315	.1147	.1091
\$2,500-\$4,999	.1287	.1119	.1063
\$5,000-\$9,999	.1259	.1091	.1035
\$10,000-\$19,999	.1231	.1063	.1007
\$20,000 +	.1203	.1035	.0979

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 9. Total Solution Series 100SM Service

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A. Description

Total Solution Series 100SM Service is an offering that allows Customers to select a commitment level and shared and dedicated outbound and inbound service arrangements, obtain term plan discounts, and receive Peak and Off-Peak pricing (Off-Peak pricing only applies to intraLATA outbound service where available). Total Solution Series 100sm calls are flat rated, with discounts off the base rates available according to the commitment level and term plan selected by the Customer.

The Outbound Calling Service arrangement is a long distance switchbased service, which is available on either a shared or dedicated access basis. The usage is billed on a flat rated basis. Outbound Calling Service calls are billed in 6 second increments, with an initial billing period of 18 seconds per call. Rates for Operator-assisted calls are set forth in Section 5.3.2.

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5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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9. Total Solution Series 100SM Service (Cont.)

A. <u>Description (Cont.)</u>

The Inbound Calling Service arrangement is a toll free switched access service, which permits calls to be completed at the Customer's location without charge to the calling party. This service is available on either a shared or dedicated basis. Access to the service is gained by an end user dialing a 10 digit telephone number (e.g., 800+NXX-XXXX) which will terminate at the Customer's location. The usage is billed on a flat rated basis. Toll Free Service calls are billed in 6 second increments, with an initial billing period of 18 seconds per call. In addition, there is a non-recurring and monthly recurring Toll Free Service number charge, which will be applied either on a "per Toll Free Service number" basis for shared access or on a "per routing arrangement" basis for dedicated access (reference rates in Section 5.4.9.G.

B. <u>Commitment Levels and Term Plans</u>

Total Solution Series 100SM Service is available on a month to month basis or on an optional 1 or 2 year Term Plan. Discounts off the base rates are available to the Customer according to the commitment level and Term Plan selected by the Customer.

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)

В.

9. <u>Total Solution Series 100SM Service</u> (Cont'd)

Commitment Levels and Term Plans (Cont'd)

Sarvice Commission

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Total Solution Series 100sm Service is subject to a minimum monthly usage commitment (after the third full month following the initial installation of service for new Customers) based on the Customer's selected commitment level. The commitment level is calculated from the monthly total of usage generated from the following Company products: shared and dedicated domestic interstate and intrastate outbound and inbound service, international outbound, intraLATA, local service, and calling card. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory

Assistance, Operator Service, voice mail and conference calling.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's actual usage and the Customer's minimum monthly commitment. A Customer who terminates a Term Plan prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

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- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
- Service Commission

5.4 Other Service Arrangements (Cont'd)

- REC'D SEP 0 9 1999
- 9. <u>Total Solution Series 100SM Service</u> (Cont'd)
 - B. <u>Commitment Levels and Term Plans</u> (Cont'd)

A Customer may terminate their Term Plan without liability under the following conditions:

- The Customer requests, and remains on, a new Term Plan for a term and commitment level equal to or greater than their current Company Term Plan and commitment level.
- A new Customer (who was not receiving services through the Company prior to execution of the Term Plan) provides written notification to cancel the Term Plan to the Company postmarked within 90 days of the commencement of the Term Plan. The Customer is responsible for payment of services used during this period.

Term Plans will be automatically renewed unless the Customer notifies the Company in writing to cancel the renewal within 30 days of expiration of the current Term Plan.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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9. <u>Total Solution Series 100SM Service</u> (Cont'd)

C. <u>Discounts</u>

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and Term Plan selected by the Customer. Customers committing to Term Plans will receive an additional discount off the applicable Commitment Level discounted rate for qualifying interstate usage. To qualify for Term Plan Discounts, shared access Customers must select a minimum commitment level of at least \$250.00 per month, and dedicated access Customers must select a minimum commitment level of at least \$1,000.00 per month.

1. Shared Outbound Discount

Monthly Commitment	Month to	<u>Term Plan</u>	
<u>Level</u>	<u>Month</u>	1 Year	2 Year
\$ 0	0.00%	N/A	N/A
\$ 250	3.00%	7.85%	12.70%
\$ 500	6.00%	10.70%	15.40%
\$ 1,000	9.00%	13.55%	18.10%
\$ 2,500	12.00%	16.40%	20.80%
\$ 5,000	15.00%	19.25%	23.50%
\$ 10,000	18.00%	22.10%	26.20%
\$ 15,000	21.00%	24.95%	28.90%

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- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
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5.4 Other Service Arrangements (Cont'd)

- RECD SEP 0 9 1999
- 9. <u>Total Solution Series 100SM Service</u> (Cont'd)
 - C. <u>Discounts</u>
 - 2. Dedicated Outbound Discount

Monthly Commitment	Month to	Term Plan	
Level	Month	1 Year	2 Year
\$ 0	0.00%	N/A	N/A
\$ 250	3.00%	N/A	N/A
\$ 500	6.00%	N/A	N/A
\$ 1,000	9.00%	13.55%	18.10%
\$ 2,500	12.00%	16.40%	20.80%
\$ 5,000	15.00%	19.25%	23.50%
\$ 10,000	18.00%	22.10%	26.20%
\$ 15,000	21.00%	24.95%	28.90%

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
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5.4 Other Service Arrangements (Cont'd)

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- 9. Total Solution Series 100SM Service (Cont'd)
 - C. Discounts (Cont'd)
 - 3. **Shared Inbound Discount**

Monthly Commitment	Month to	Term Plan	
Level	<u>Month</u>	1 Year	2 Year
\$ 0	0.00%	N/A	N/A
\$ 250	2.83%	13.12%	17.69%
\$ 500	5.66%	15.80%	20.23%
\$ 1,000	8.49%	18.49%	22.78%
\$ 2,500	11.31%	21.18%	25.33%
\$ 5,000	14.14%	23.86%	27.87%
\$ 10,000	16.97%	26.55%	30.42%
\$ 15,000	19 80%	29 24%	32 96%

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
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5.4 Other Service Arrangements (Cont'd) REC'D SEP 0 9 1999

- 9. Total Solution Series 100SM Service (Cont'd)
 - C. Discounts (Cont'd)
 - **Dedicated Inbound Discount** 4.

Monthly Commitment	Month to	<u>Term Plan</u>	
<u>Level</u>	<u>Month</u>	1 Year	2 Year
\$ 0	0.00%	N/A	N/A
\$ 250	2.77%	N/A	N/A
\$ 500	5.55%	N/A	N/A
\$ 1,000	8.32%	20.07%	24.28%
\$ 2,500	11.09%	22.71%	26.78%
\$ 5,000	13.87%	25.34%	29.27%
\$ 10,000	16.64%	27.98%	31.77%
\$ 15,000	19.42%	30.61%	34.27%

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- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 9. <u>Total Solution Series 100SM Service</u> (Cont'd)
- Sarvies Commission RECD SEP 0 9 1999

D. Rate Periods

Peak and Off-Peak rate periods are as follows:

Non-Holiday Rate Periods	To But Not <u>From</u>	Including	<u>Days</u>
Peak Off-Peak	8:00 a.m. 5:00 p.m. 8:00 a.m. 8:00 a.m.	5:00 p.m. 8:00 a.m. 8:00 a.m. 8:00 a.m.	Mon-Fri Mon-Fri Sat-Sun Holidays

Holidays: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

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5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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9. <u>Total Solution Series 100SM Service</u> (Cont'd)

E. <u>Usage Charges</u>

		Base Rate Per Minute
1.	Outbound Calling Service	
	Shared	\$ 0.1846
	<u>Dedicated</u>	\$ 0.1371
2.	Inbound Calling Service	
	<u>Shared</u>	\$ 0.1960
	Dedicated	\$ 0.1483

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5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

RECD SEP 0 9 1999

- 9. Total Solution Series 100SM Service (Cont'd)
 - E. Usage Charges
 - 3. Toll Free Service Number Charge

	Monthly Recurring	Non <u>Recurring</u>
Shared charge per Toll Free Service number	\$ 10.00	\$ 15.00
Dedicated charge per routing arrangement	\$ 40.00	\$ 50.00

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5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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10. InteleplanSM Service

A. <u>Description</u>

Inteleplans Service is a communications service that is available for use by residential customers twenty-four (24) hours a day. Inteleplans Service is offered in exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company (LEC) to the Company's Inteleplans Service, such that "1+ the 10-digit number" calls are automatically routed to the Company's network. Customers may originate Inteleplans Service from locations served by the Company, and may terminate in all locations within the State of Missouri.

InteleplanSM Service is a flat-rated calling plan that is non-distance sensitive for direct-dialed long distance calling. Charges are based on the time period (Peak/Off-peak) when the call is placed. Peak and Off-peak time periods are defined in Section 5.4.10.B, following. Calls are billed in one-minute increments, with an initial billing period of one minute. A monthly recurring charge will apply to Customer accounts with usage (including Directory Assistance) of less than \$25.00. Customer accounts with usage in excess of \$500.00 per month will be assessed a surcharge, as specified in Section 5.4.9.C following. The entire month's charges will be recalculated at the new rate level.

Directory Assistance and Operator Services are available to Inteleplan Service subscribers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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- 10. <u>IntelepianSM Service</u>
 - B. Rate Periods

Peak and Off-Peak rate periods are as follows:

Non-Holiday Rate Periods	<u>From</u>	Including	<u>Days</u>
Peak Off-Peak	7:00 a.m. 7:00 p.m. All Hours	7:00 p.m. 7:00 a.m.	Mon-Fri Mon-Fri Sat-Sun Holidays
	All Hours		поноауѕ

<u>Holidays</u>: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

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5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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10. InteleplanSM Service

C. <u>Usage Charges</u>

Peak Off-Peak

Per Minute Rates \$ 0.2400 \$ 0.1800

Monthly Recurring

Per Account \$3.00

<u>Surcharge</u>

Per Minute \$0.0200

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5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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11. Intelenet Service

A. Description

Intelenet offers a full service voice product for single or multi-location customers using switched or dedicated, and calling card origination and switched or dedicated toll-free termination. The Intelenet package includes a single flat rate for both peak and off-peak dedicated and switched usage and offers discounts for customers willing to sign a term commitment of month to month, twelve (12) or twenty-four (24) months and/or a willingness to commit to a specific dollar volume of monthly minimum usage.

The minimum monthly commitment will be based on net charges for service (after discounts have been applied) and must be reached by the fourth invoice period and monthly thereafter. Multiple services and/or multiple locations using Intelenet can contribute to the overall monthly commitment; however, the customer must allocate the minimum by service and location. All inbound and outbound domestic and international, calling card, intrastate service and internet access charges, including local services (if applicable) contribute to determining the monthly minimum usage with the exception of enhanced fax, conference calling and non-recurring charges.

If a customer's monthly service usage charges for any month in the term are less than the monthly commitment agreed upon, the customer shall pay the company the difference between the monthly usage charges and the monthly commitment in addition to charges for service.

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- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 11. Intelenet Service (Cont'd)

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B. Service Agreement

When the customer has completed the term commitment, service will automatically be renewed for additional term(s) of the agreement unless the Company has received the customer's written notice to terminate the service on not less than sixty (60) days prior to the then existing term expiration date. Customers who terminate service prior to the end of the term in any manner other than stated will be liable for a service termination charge of an amount equal to the greater of the following, unless customer converts to another Company service with equal or greater term and minimum usage commitment:

(1) If the termination becomes effective prior to the completion of the first year of the Customer Term, then the charge shall be an amount equal to the monthly billing commitment times the number of months remaining in Term through the expiration of the first year. If applicable, twenty-five percent (25%) of the balance remaining (monthly billing commitment times the number of remaining months in the Term beyond the first year) will also be included.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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- 11. <u>Intelenet Service</u> (Cont'd)
 - B. Service Agreement
 - (2) If the termination becomes effective after the completion of the first year, then the charge shall be an amount equal to twenty-five percent (25%) of the balance remaining (monthly billing commitment times the number of months remaining in the Term).

In addition, the customer will be required to repay any promotional credits that were applied, and any charges reimbursed or waived.

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)

Milegouri Public Sarvice Commission

11. <u>Intelenet Service</u> (Cont'd)

REC'D SEP 0 9 1999

- B. Service Agreement
 - (3)Upon execution of the Intelenet Service Agreement, the customer has ninety (90) days from the date service is made available in which to notify the Company in writing, either by certified or registered mail (return receipt requested), of customer's desire to cancel the Service Agreement without penalty or further obligation, except for charges incurred up to the date of termination, in the event that quality deficiencies solely caused by the Company in the provision of telecommunications service hereunder are demonstrated by customer to affect adversely and materially customer's telecommunications applications (such a termination under this clause constituting a Termination for Cause). A Termination for Cause shall not be effective unless customer has reported trouble on an ANI or circuit-specific basis to (and received corresponding trouble ticket from) the appropriate Company Support Center and a period of not less than thirty (30) days after receipt of customer's written notice of termination has elapsed during which the Company fails to correct such quality deficiencies. Provided, nothing contained herein shall impose any liability on Company and customer's sole remedy shall be termination of the affected service as described.
 - (4) Customer's Intelenet Service Agreement is subject to the general terms, and conditions and rates of this Tariff and/or Service or Credit Application forms executed in connection with the services provided herein.

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NOV 3 0 1999

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Fublic Service Commission

Issued: September 9, 1999

Effective: October 30, 1999

NOV 3 0 1999

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
- Sorves Commission

5.4 Other Service Arrangements (Cont'd)

REC'D SEP 0 9 1999

- 11. Intelenet Service (Cont'd)
 - C. <u>Usage Charges</u>
 - 1. Rate Periods

<u>Peak</u> - All calls that occur between 7:00 A.M. through 7:00 P.M. Monday through Friday, except on Company recognized holidays.

Off Peak - All calls that occur between 7:01 P.M. through 6:59 A.M. Monday through Thursday, and all calls between 7:01 P.M. Friday and 6:59 A.M. Monday and Company-recognized holidays.

2. <u>Billing Increments</u>

Intelenet is billed in eighteen (18) second initial increments and is rounded to the next higher six (6) second increment with the exception of calling card which is billed in sixty (60) second initial increments and rounded to the next higher six (6) second increment. All fractional per call charges will be rounded to the nearest whole cent.

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NOV 3 0 1999
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MISSOURI
Public Service Commission

Issued: September 9, 1999

Effective

NOV 3 0 1999

MO PSC TARIFF NO. 3 1ST REVISED PAGE NO. 225 **CANCELS ORIGINAL PAGE NO. 225**

- SERVICE DESCRIPTIONS AND CHARGES (Cont'd) 5.
- Service Commission

5.4 Other Service Arrangements (Cont'd) **REC'D MAY 02 2000**

- 11. Intelenet Service (Cont'd)
 - C. **Usage Charges**
 - 3. Per Minute Base Rate Schedule - Intelenet

Base Rates

Switched Services Dedicated Services \$0.0941 R

\$0.0823 R

D. Discounts Applicable

A ten percent (10%) discount will apply towards intrastate usage.

Missouri Public Service Commission

FILED JUN 0 1 2000

Issued: May 2, 2000

Effective: June 1, 2000

MO PSC TARIFF NO. 3 ORIGINAL PAGE NO. 226

5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)

Service Commission

5.4 Other Service Arrangements (Cont'd)

REC'D SEP 0 9 1999

- 11. <u>Intelenet Service</u> (Cont'd)
 - E. Intelenet Calling Card Service
 - 1. Per Minute Rates applying to all time periods:

Rate Per Minute:

\$0.2600

2. Per Call Surcharge:

\$0.4000

F. Monthly Recurring/Non-Recurring Charges

Intelenet for intrastate use is offered in connection with the Company's interstate Intelenet service. Accordingly, monthly recurring and non-recurring charges are found in the Company's interstate tariff, F.C.C. No. 2, Section 6.3.1.

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NOV 3 0 1999 9 9 - 5 8 8 MISSOURI Public Service Commission

Issued: September 9, 1999

Effective: Only September 1

NOV 3 0 1999

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 11. <u>Intelenet Service</u> (Cont'd)

Service Commission

REC'D SEP 0 9 1999

G. Intelenet Association

The Intelenet Association program is a benefit package offered in conjunction with Intelenet, which allows the individual users who are members or employees of the participating organization to receive additional product discounts off of domestic interstate usage. Members who elect to participate in the Intelenet Association will receive Intelenet products and Calling card service.

To qualify for Intelenet association an organization generally must be a: (1) Trade association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors, or multiple representatives; (3) Non profit organization; or, (4) Buying group not organized merely to buy the Company's long distance for resale. The qualifying organization agrees to meet the following criteria within six (6) months of undertaking to qualify and thereafter maintain, and enters into a written agreement with the Company for marketing of the Company's services. The group's members who have subscribed to the Company's services throughout the group must have aggregate billings, net of taxes; promotional credits and surcharges of at least \$5,000 per month.

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Public Service Commission

Issued: September 9, 1999

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5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

REC'D SEP 0 9 1999

- 11. <u>Intelenet Service</u> (Cont'd)
 - G. Intelenet Association (Cont.)

The Company will render monthly statements to the individual members and the statement received will show all appropriate discounts. All sums due from members are the sole property of the Company, and the Company shall have sole right to collect, enforce collection and settle such sums. The Intelenet member group shall receive a monthly report from the Company listing members of the group who subscribe to the Company service under this program.

Unless otherwise specified in this tariff, member's usage of Company service under this plan cannot be used to qualify for any other benefits under this tariff or under other arrangements between the Company and third parties who undertake to market the Company's services. All other conditions of Intelenet will apply to Intelenet Association.

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NOV 3 0 1999 g g - 5 8 8 MISSOURI Public Service Commission

Issued: September 9, 1999

Effective:

NOV 3 0 1999

MO PSC TARIFF NO. 3 ORIGINAL PAGE NO. 229

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
- Sowies Commission

5.4 Other Service Arrangements (Cont'd)

REC'D SEP 0 9 1999

- 12. USAdvantage Service 1/
 - A. <u>Description</u>

USAdvantage Service offers small business customers of switched service, who are willing to sign a 1 or 2 year Term Agreement and commit to a specific monthly dollar amount, a discounted flat rate schedule that will apply to both inbound and outbound intrastate calls. In addition, there will be a monthly fee per toll-free number. The minimum monthly usage levels that will apply under this promotion are \$250.00, \$500.00, \$1,000.00 and \$1,500.00. Customers must meet the minimum usage threshold each month depending on the level the customer chooses.

If a Customer's monthly service usage charges for any month in the term are less that the monthly commitment agreed upon, the Customer shall pay the Company the difference between the monthly usage charges and the monthly commitment in addition to charges for service.

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1/ Effective April 27, 1998, this service will no longer be available to new/culstomersice Commission

Issued: September 9, 1999

Effective:

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- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 12. <u>USAdvantage Service (Cont.)</u>

Sarvico Commission

REC'D SEP 0 9 1999

B. <u>Service Agreement</u>

When the Customer has completed the term commitment, service will automatically be renewed for additional term(s) of the agreement unless the Company has received the Customer's written notice to terminate the service on not less than thirty (30) days prior to the then existing term expiration date. Customers who terminate service prior to the end of the term in any manner other than stated will be liable for a service termination charge of the following, unless Customer converts to another Company service with equal or greater term and minimum billing commitment:

- if the termination becomes effective prior to the completion of the first year of the Customer Term, then the charge shall be an amount equal to the monthly billing commitment times the number of months remaining in the term through the expiration of the first year.
- 2. if the termination becomes effective after the completion of the first year, then the charge shall be an amount equal to twenty-five percent (25%) of the balance remaining (monthly billing commitment times the number of months remaining in the Term.)

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Public Service Commission

Issued: September 9, 1999

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
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5.4 Other Service Arrangements (Cont'd)

REC'D SEP 0 0 1999

- 12. <u>USAdvantage Service</u> (Cont'd)
 - C. <u>Usage Charges</u>
 - 1. Billing Increments

Calls will be billed in thirty (30) second initial increments and rounded to the next higher six (6) second increment. All fractional per call charges will be rounded to the nearest whole cent. No other discounts apply under this offer and this offer cannot be combined with any other promotions and/or offers unless specified by the Company.

2. <u>Switched Outbound/Inbound Per minute rates</u>

1 Year 2 Year Toll-Free #
Term Term Charge

All Levels \$0.1475 \$0.1475 \$3.00/number

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NOV 3 0 1999
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MISSOURI
Public Service Commission

Issued: September 9, 1999

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MO PSC TARIFF NO. 3 ORIGINAL PAGE NO. 232

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
- Missouri Public Sarvice Commission

5.4 Other Service Arrangements (Cont'd)

REC'D SEP 0 9 1999

- 13. Home State Saver Service 1/
 - A. Description

Home State Saver Service offer existing small business customers of switched service, billing monthly between \$250.00 and \$2,000.00, who are willing to sign a 1 or 2 year Term Agreement a discounted flat rate schedule that will apply to both inbound and outbound intrastate calls. In addition, there will be a monthly fee per toll-free number.

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Public Service Commission Effective April 27, 1998, this service will no longer be available to new customers.

Issued: September 9, 1999

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Survice Commission

5.4 Other Service Arrangements (Cont'd)

RECD SEP 0 9 1999

- 13. Home State Saver Service (Cont'd)
 - B. Service Agreement

When the Customer has completed the term commitment, service will automatically be renewed for additional term(s) of the agreement unless the Company has received the Customer's written notice to terminate the service on not less than thirty (30) days prior to the then existing term expiration date. Customers who terminate service prior to the end of the term in any manner other than stated will be liable for a service termination charge of the following, unless Customer converts to another Company service with equal or greater term:

- 1. if the termination becomes effective prior to the completion of the first year of the Customer Term, then the charge shall be an amount equal to \$250.00 times the number of months remaining in the term through the expiration of the first year.
- 2. if the termination becomes effective after the completion of the first year, then the charge shall be an amount equal to twenty-five percent (25%) of \$250.00 times the number of months remaining in the Term.

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NOV 3 0 1999

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Public Service Commission

Issued: September 9, 1999

Effective:

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- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
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5.4 Other Service Arrangements (Cont'd)

REC'D SEP 0 9 1999

- 13. <u>Home State Saver Service</u> (Cont'd)
 - C. Usage Charges
 - 1. Billing Increments

Calls will be billed in thirty (30) second initial increments and rounded to the next higher six (6) second increment. All fractional per call charges will be rounded to the nearest whole cent. No other discounts apply under this offer and this offer cannot be combined with any other promotions and/or offers unless specified by the Company.

2. Switched Outbound/Inbound Per Minute Rates

 1 Year
 2 Year
 Toll-Free #

 Term
 Term
 Charge

 \$0.1300
 \$0.1225
 \$3.00/number

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NOV 3 0 1999 9 9 - 5 8 8 MISSOURI Public Service Commission

Issued: September 9, 1999

Effective:

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5.4 Other Service Arrangements (Cont'd)

Missouri Public Sarvice Commission

14. <u>Bottom Line Business II</u>

RECD SEP 0 9 1999

A. <u>Description</u>

Bottom Line Business II offers Customers a flat rate schedule that will apply to both outbound and inbound intrastate calls. Customer's must sign a Term Agreement of one (1) year and meet a monthly minimum commitment of \$50.00 for Customers of only one service (i.e. only outbound) or \$100.00 per month if the Customer has both outbound and inbound services. Calling Card usage will not contribute to the monthly minimum commitment and Association discounts will not apply.

B. <u>Term Service Agreement</u>

The Term shall be extended automatically for an additional term of one (1) year, unless the Company receives the Customer's written notice to terminate this Agreement on not less than thirty (30) days prior to the then existing Term expiration date. Customers who terminate service prior to the end of the term in any manner will be liable for a termination charge of an amount equal to the monthly minimum billing commitment times the number of months remaining in the Customer's Term, unless the Customer converts to another Company service with equal or greater term and minimum usage commitment.

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Public Service Commission

Issued: September 9, 1999

Effective:

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 14. Bottom Line Business II
 - C. Usage Charges
 - 1. Billing Increments

Calls will be billed in thirty (30) second initial increments and rounded to the next higher six (6) second increment.

2. Per Minute Rates

Outbound:

\$0.1364 1

Inbound:

\$0.1364 1

D. Monthly Recurring Charge

Monthly Charge Per Toll-Free Number:

\$4.00

WRITTEN NOTICE OF RATE INCREASE AND ITS EFFECTIVE DATE FILED ON

(DATE)

PURSUANT TO SECTION 392.500 (2)

RSMO SUPP. 1985

EFFECTIVE DATE OF RATE INCREASE

(DATE)

Issued: December 30, 1999

Effective: February 1, 2000

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service1

A. <u>Description</u>

Metro Frame Relay is a virtual private data network service which allows Customers to simulate a dedicated high speed data network and enables connection of two business sites within the same LATA where suitable facilities are available. Metro Frame Relay is offered at one rate which is the transmission rate (in Kbps or Mbps) and is not usage or distance sensitive. Metro Frame Relay Service is offered in conjunction with the Company's interstate Frame Relay Service as filed with the FCC under Tariff No. 9.

- 1. Customers subscribing to Metro Frame Relay Service may order Service for Service Commitment Periods of one, two, three, four or five years and will receive a discount for the term of the Service Commitment Period and volume discount based upon the aggregate dollar volume of Base Rate Charges to Customer.
- 2. The term "Minimum Monthly" as it appears in the discount tables set forth in this Section, shall mean the aggregate of all Base Rate charges for each Frame Relay Service, Metro Frame Relay Service and domestic Frame Relay Service combined, (regardless of whether such Base Rate Charges are themselves subject to any discount limitation) which in total amount to, but do not include, the amount stated at each level of the relevant discount schedule (e.g. \$0 \$2499, \$2500 \$4999, etc.).

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service (Cont.)
 - A. <u>Description (Cont.)</u>
 - 3. Other charges which may be applicable are Nonrecurring Charges, Ancillary charges, Local Access charges and Taxes.
 - B. <u>Definitions Applicable to Frame Relay Service</u>

<u>AMI</u>

Alternate Mark Inversion.

ASR

Access Service Request. An order placed with a Local Access Provider for Local Access.

B8ZS

Bipolar with eight zero substitution.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Base Rate Charges

The non-discounted monthly recurring Network Port base rate charge plus the non-discounted monthly recurring CIR base rate charge.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - B. <u>Definitions Applicable to Frame Relay Service</u> (cont'd)

Committed Information Rate (CIR) Refers to the maximum guaranteed transmission speed of a user over a link to the Frame Relay Network.

DDS Service

DDS means Digital Data Service which is an all digital dedicated Interexchange Service where the IXC is designed for full-duplex data transmission at a synchronous speed of 56/64 Kbps with accompanying DDS 56/64 Kbps local access.

ESF

Extended Super Frame.

FRAD

Frame Relay Access Device

Frame Relay

ANSI ITU interface standard in which Customer translates variable length frames to the frame relay transport vendor.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - B. <u>Definitions Applicable to Frame Relay Service</u> (cont'd)

<u>Installation</u>

The connection of a PVC or port for new, changed or an additional Service.

Kbps |

Kilobits per second.

Local Access

The portion of the Service between a Customer premise and a Company designated Point-of-Presence.

Local Access Provider

An entity providing Local Access.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service (cont'd)
 - B. <u>Definitions Applicable to Frame Relay Service</u> (cont'd)

Mbps

Megabits per second.

Network Node (Node)

Customer physical location with an associated Port Connection and $\ensuremath{\mathsf{PVC}}$.

Physical Change

The modification of an existing PVC or port at the request of the Customer.

Port Connection

Physical connection (located on a frame relay switch) into a carrier's Public Frame Relay network.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - B. <u>Definitions Applicable to Frame Relay Service</u> (cont'd)

Public Frame Relay Network

Telecommunications network operated for the provision of Frame Relay Service to multiple Customers.

PVC

Permanent Virtual Circuit which provides the Customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the frame relay service network.

SF

Super Frame.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

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Effective October 5, 2003

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - C. <u>Service Components</u>

There are two components of Metro Frame Relay: Metro PVC and Metro Port.

 $\underline{\text{Metro PVC}}$ - A Metro PVC connects two customer sites located within one LATA (determined by NPA/NXX).

Metro Port-A Metro Port can support Metro (intraLATA) PVCs exclusively. All PVCs entering and exiting the Metro Port must be Metro PVCs. A Metro Port cannot support standard PVCs.

The following Port Speed options are available for Metro Ports:

56/64 Kbps 256 Kbps 512 Kbps 1.024 Mbps 128 Kbps 384 Kbps 768 Kbps 1.536 Mbps

The following CIR options are available for Metro PVCs:

16 Kbps	192	Kbps	512	Kbps	832 Kbps
32 Kbps	256	Kbps	576	Kbps	896 Kbps
48 Kbps	320	Kbps	640	Kbps	960 Kbps
56 Kbps	384	Kbps	704	Kbps	1.024 Mbps
64 Kbps	448	Kbps	768	Kbps	1.536 Mbps
128 Kbps					

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service (cont'd)
 - D. <u>Colocation of Customer Equipment</u>

The Company will consider requests from Customers or prospective Customers, provided space is determined, solely by Company, to be available and uncommitted, to license the colocation of Customer equipment and occupancy of space owned or controlled by Company solely for the purpose of interconnecting such Customer equipment with Service at the Company's Points-of-Presence, subject to (A) the Company's current and forecasted physical space requirements, taking into account available space, at the Company's Points-of-Presence, (B) any applicable lease or occupancy restrictions imposed on the Company, (C) the technical and operational compatibility of the Customer's equipment with the Company equipment and Services, (D) the Company's security and revenue requirements, and (E) other terms and conditions to which the Customer contractually will commit.

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service (cont'd)
 - E. <u>Systems Security</u>

Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their telecommunications system, they will adhere to the following:

- 1. Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
- Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service¹ (cont'd)
 - E. Systems Security (Cont.)
 - 3. Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of Company.
 - 4. Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to unauthorized access of these Systems.
 - 5. In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro_Frame Relay Service1 (cont'd)
 - F. Customer Provided Equipment

Customer Premises Circuit terminating equipment such as Routers, Bridges, and FRADs shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing and set forth in a Service Application accepted by an authorized representative of Company.

- G. <u>Technical Standards</u>
 - 1. Application of Technical Standards

The following Technical Standards for Metro Frame Relay Services set forth objectives for Company to follow, and are listed in accordance to telecommunications industry standards. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding sections of this Tariff.

2. Performance Specifications

ANSI T1-617 Annex D ANSI T1-618 CCITT (ITU) Q.933 Annex A CCITT (ITU) Q.922

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - H. Application of Nonrecurring and Ancillary Charges
 - 1. <u>Installation Charges</u>

Charges apply when the Customer requests new or additional Service.

2. Expedite Charges

Company charges for the Expedited handling of the Service order. Company will pass along to the Customer any Local Access Provider Expedite charges associated with the Customer's request for Expedited Installation.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - H. Application of Nonrecurring and Ancillary Charges
 - 3. Change of Requested Service Date

A change of Requested Service Date charge applies when a change of Requested Service Date is the only requested modification to the original Service order.

- (a) If the first requested change of the Requested Service Date is received more than ten (10) working days prior to the Requested Service Date, there will be no charge.
- (b) If the Requested Service Date has been changed once already, or if the request is made within ten (10) days of the original Requested Service Date, a charge will apply.

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Effective October 5, 2003

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service¹ (cont'd)
 - H. Application of Nonrecurring and Ancillary Charges (Cont.)
 - 3. Change of Requested Service Date (Cont.)
 - (C) An ASR charge will be assessed whenever a change of Requested Service Date is requested on Service orders including Company-ordered Local Access.
 - (d) When the Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service order must be canceled and re-issued when a confirmed date is set. A charge for a change of Requested Service Date also applies when the Customer requests an earlier Requested Service Date that does not require an Expedite. Should an Expedite be required, the Expedite Charge supersedes the change of Requested Service Date charge.

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Issued: September 5, 2003

Effective October 5, 2003

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - H. Application of Nonrecurring and Ancillary Charges (cont'd)
 - 4. Change of Order Charges
 - (a) Charges apply when a Customer requests a modification to the information contained in the original Service order prior to Customer acceptance other than a change of Requested Service Date.
 - (b) Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of changes to Customer records such as billing address change, billing contact change, etc., then the Customer will be charged an ASR charge.

(c) <u>Local Access Service Charges</u>

Charges apply if the change requires a change in the original ASR or if a new ASR must be submitted.

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Effective October 5, 2003

MO PSC

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

5.4 Other Service Arrangements (Cont'd)

15. <u>Metro Frame Relay Service</u>¹ (cont'd)

H. Application of Nonrecurring and Ancillary Charges (cont'd)

5. Order Cancellation Charges

Charges apply for Service orders canceled prior to Customer acceptance. These charges are intended to supplement any Service Cancellation charges set forth in Section II. Order cancellation charges are in addition to standard Installation charges.

6. Change of Service Charges

(a) Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of Customer-requested changes in Service, the Customer will be charged an ASR charge.

(b) Re-engineering Charges

Charges apply for orders that are re-engineered due to a Customer-requested change in local Service type. Changes which require only modification of Local Access, but do not affect Metro Frame Relay Service, will only be charged for the ASR. Any Local Access Provider charges incurred because of the change will be passed on to the Customer.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - Metro Frame Relay Service¹ (cont'd)
 - H. Application of Nonrecurring and Ancillary Charges (cont'd)
 - 7. Application of Ancillary Charges
 - (a) Colocation Charges

Colocation charges may apply when a Customer contracts with Company to utilize space in Company Point-of-Presence locations for placement of Customer owned and maintained equipment associated with Services Company provides. All pricing for colocation including floor space, power, rack space, DSX-1 or DSX-3 cross-connect panels, etc., is dependent on Customer requirements.

I. <u>Local Access Charges</u>

The rate information relevant to Local Access charges is available from the relevant Local Exchange Carriers.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - 7. <u>Application of Ancillary Charges</u>
 - J. Rates

Rates set forth below are Monthly Recurring, Non-recurring, Ancillary Charges and Discount Schedules applicable.

1. Monthly Recurring Charges

<u>Port</u>	<u>Charge</u>	
56/64 Kbps	\$55.00	
128 Kbps	\$125.00	
256 Kbps	\$170.00	
384 Kbps	\$205.00	
512 Kbps	\$240.00	
768 Kbps	\$270.00	
1.024 Mbps	\$300.00	
1.536 Mbps	\$330.00	

CIR Charge

\$5.00 per 64 Kbps

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- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - 7. Application of Ancillary Charges
 - J. Rates (Cont.)
 - 2. <u>Non-Recurring Charges</u>
 - (a) <u>Installation Charges</u>

<u>Port</u>	Non-Recurring Charge			
64 Kbps 128 Kbps 256 Kbps 384 Kbps 512 Kbps 768 Kbps 1.024 Mbps 1.536 Mbps	\$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00			

(b) PVC Installation \$20.00 per PVC

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - Metro Frame Relay Service¹ (cont'd)
 - J. Rates (cont'd)
 - Non-Recurring Ancillary Charges

Expedite Charge/Port	\$100.00
Cancellation Charge/Port Pre-Engineering Post-Engineering	\$100.00 \$250.00
Date Change Charge/Port	\$100.00
Administrative Order Charge	No Charg
Non-Administrative Order Char Pre Engineering Post Engineering	rge/Port \$100.00 \$250.00
U.S. DS-0 ASR	\$25.00
U.S. DS-1 ASR	\$50.00

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MO PSC TARIFF NO. 3 1ST REVISED PAGE NO. 257 CANCELS ORIGINAL PAGE NO. 257

5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)

- 5.4 Other Service Arrangements (Cont'd)
 - 15. <u>Metro Frame Relay Service</u>¹ (cont'd)
 - J. <u>Rates</u> (cont'd)
 - 4. <u>Discount Schedule</u>

The discount structures listed below are based solely on the Service Commitment Period selected by the Customer and stated in the Service Order.

Minimum	1	2	3	4	5
Monthly	Years	Years	<u>Years</u>	<u>Years</u>	<u>Years</u>
\$0	4 %	5%	7%	98	14%
\$2,500	68	78	98	12%	16%
\$5,000	7%	98	11%	14%	18%
\$7,500	98	10%	13%	16%	20%
\$10,000	10%	12%	15%	19%	22%
\$15,000	11%	148	17%	21%	24%
\$20,000	12%	15%	18%	23%	27%
\$30,000	13%	16%	19%	24%	28%
\$40,000	14%	17%	20%	25%	29%
\$50,000	15%	18%	21%	26%	30%

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- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - K. Price Protection Plan

Customers who select a Service Commitment Period for Metro Frame Relay Service of one, two, three, four, or five years are automatically enrolled in the Price Protection Plan as described below. During the Service Commitment Period, Customer shall have the option to obtain the discount schedule for such Metro Frame Relay Service which is equal to Company's then-current discount schedule under this Tariff for Metro Frame Relay Service ("Published Price") upon the following conditions of the Price Protection Plan.

Under the Price Protection Plan, if at any time during the Service Commitment Period any discount rate on the applicable discount schedule is decreased ("New Discount Schedule") for that Service the Customer will continue to be charged the discount in effect at the time the Service Commitment Period was initially selected. If any discount rate on the applicable discount schedule is increased ("New Discount Schedule"), the Customer may obtain affected Service with the New Discount Schedule by executing a new Service Order for the Service in question, subject to a Service Commitment Period which is equal to or greater than the Service Commitment Period of the original Service arrangement ("Revised Service Commitment Period").

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - K. Price Protection Plan (cont'd)

Any New Discount Schedule available to Customer pursuant to the foregoing provisions shall become effective with the commencement of the Revised Service Commitment Period as of a date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and submission of the above-referenced new Service Order to Company.

L. Revenue Plan Arrangements

1. Only by written Service Application, which is accepted by an authorized representative of Company, may Customers obtain a Revenue Plan Arrangement ("Revenue Plan") for the Metro Frame Relay Service. Each Revenue Plan shall be subject to a Customer Commitment Period (defined below) of at least one, two, three, four or five years. The period between the effective date of a Revenue Plan and the expiration of the Customer Commitment Period shall be referred to as the "Term" of the Revenue Plan.

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (Cont.)
 - 2. From and after the effective date of a Revenue Plan and subject to the provisions of this Section, Customer may submit Service Orders for Qualifying Metro Frame Relay Service subject to the discounts in effect under this Tariff at the time the Service Application for the Revenue Plan is executed by Customer and Company. Subject to other applicable provisions of this Tariff, Company will accept such Service Orders provided the Requested Service Dates therefor do not occur later than a date six (6) months prior to the expiration of the Term ("Plan Installation Period").
 - The Service Commitment Period applicable to each Qualifying Metro Frame Relay Service shall be the longer of a period equal to: (i) the period commencing with the Start of Service Date therefor and continuing until the expiration of the Term applicable to the Revenue Plan in question; or (ii) six (6) months. Upon the expiration of the Term of a Revenue Plan, all monthly recurring charges relevant to Qualifying Metro Frame Relay Service (other than Qualifying Metro Frame Relay Service that has not completed its Service Commitment Period) will revert to Company's then current Base Rates and month-to-month Service Commitment Period discount, if any, applicable to Qualifying Metro Frame Relay Service then provided. Upon the expiration of the Service Commitment Period relevant to each Port comprising Qualifying Frame Relay, such Service will be subject to termination by either Customer or Company upon not less than thirty (30) days prior written notice to the other party.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - 4. Each Service Application for a Revenue Plan will set forth the "Customer Commitment Period" which shall be the period over which Customer shall obtain Metro Frame Relay Service subject to Base Rate Charges at least equal to the "Minimum Monthly Commitment."
 - (a) The lowest Minimum Monthly Commitment available for Revenue Plans is \$2,500. The Minimum Monthly Commitment under a Revenue Plan will not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non-recurring charges for colocation of Customer equipment in Company POPs or other services provided to Customer by Company.
 - (b) The length of the Customer Commitment Period and the Minimum Monthly Commitment for both domestic MCI WORLDCOM Frame Relay Service and Metro Frame Relay Service will determine the applicable discount of the Base Rates for Qualifying Metro Frame Relay Service, i.e., for purposes of determining the applicable discount of the Revenue Plan, the Customer Commitment Period equates to the Service Commitment Period in the discount schedules and the Minimum Monthly Commitment equates to the applicable Minimum Monthly level in the discount schedules.

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - 5. Notwithstanding any provision of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, after a Service Order for Qualifying Metro Frame Relay Service is accepted by Company, Customer may cancel all or a portion of the Service described in the Service Order if Customer provides written notification thereof to Company thirty (30) days in advance of the effective date of cancellation. In such case, Customer shall pay to Company all charges for such Service provided through the effective date of cancellation plus a cancellation charge determined as follows:
 - (a) Prior to Start of Service, the cancellation charge shall be an amount equal to one (1) month's Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question plus all non-recurring charges which would have otherwise been due (e.g., Installation charges) upon Start of Service therefor and costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - 5. (cont'd)
 - (b) Following Start of Service, the cancellation charge shall be an amount equal to six (6) times the monthly recurring Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question less Base Rate Charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero) plus costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.
 - 6. Commencing with the first calendar month/billing period of the Customer Commitment Period and continuing for each calendar month/billing period thereafter through the expiration of the Customer Commitment Period, the Customer subscribing to the Revenue Plan will obtain Metro Frame Relay Service from Company pursuant to this Tariff and the Company interstate Tariff F.C.C. No. 9, which is subject to an aggregate of applicable Base Rate Charges ("Aggregate Base Rate Charge") equal to the Minimum Monthly Commitment. The Aggregate Base Rate Charge does not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non recurring charges for colocation of Customer equipment in Company POPs or other services provided to Customer by Company.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - 7. If Customer's Aggregate Base Rate Charge for any month in the Commitment Period is less than the applicable Minimum Monthly Commitment, Customer shall pay Company the difference between the Aggregate Base Rate Charge for the month in question and the Minimum Monthly Commitment ("Deficiency Charge").
 - (a) The Deficiency Charge shall be in addition to the charges for Qualifying Metro Frame Relay Service and all other Service provided pursuant to the Revenue Plan.
 - (b) The Deficiency Charge, if any, shall be due at the same time payment is due for Customer's monthly recurring charges.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - 8. In the event:
 - (a) Customer fails to pay the Deficiency Charge on or before thirty (30) days from its Due Date and after ten (10) days written notice thereof to Customer by Company (which notice may refer generally to an unpaid balance of Customer's account); or,
 - (b) Customer fails to pay the Deficiency Charge on or before thirty (30) days from the Due Date therefor on two (2) or more occasions within a six (6) month period; or,
 - (C) Service is terminated or suspended pursuant to the provisions of Section II;

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- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - 8. In the event: (Cont.)

Company may terminate all Service provided to Customer pursuant to the Revenue Plan and make due for immediate payment a charge ("Plan Termination Charge") in an amount equal to the greater of the following:

(a) If the termination becomes effective prior to completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the first year of the Customer Commitment Period plus twenty-five percent (25%) of the balance of such monthly Monthly Commitment(s) for the remainder of the Customer Commitment Period beyond the first year; or

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. <u>Revenue Plan Arrangements</u> (cont'd)
 - 8. In the event: (Cont.)
 - (b) If the termination becomes effective after completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to twenty-five percent (25%) of the balance of the then-current Minimum Monthly Commitment times the number of months (or rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the Customer Commitment Period; or

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - 8. In the event: (Cont.)
 - (c) If at the time of termination: (i) the Service Commitment Period for each Circuit comprising Qualifying Metro Frame Relay Service is six (6) months, and (ii) the Service Commitment Period of any other Circuit obtained under the Revenue Plan is Restricted, then the charge will be an amount equal to the total cancellation charges, if any, which would otherwise be applicable to the cancellation of Metro Frame Relay Service in accordance with Section II; provided, that in any case the effective date of cancellation shall be deemed to be the date of termination or any earlier date of suspension; and

Regardless of whether Clause (a), (b) or (c) is determined to be the greater amount, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of Local Access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - In the event: (a) an individual Circuit comprising Qualifying Metro Frame Relay Service under a Revenue Plan is canceled by Customer prior to completion of the Service Commitment Period relevant to the Circuit in question; or (b) Customer fails to obtain the requisite Aggregate Base Rate Charge during the Customer Commitment Period in order to maintain the then applicable Minimum Monthly Commitment; or (c) a Revenue Plan is subject to termination under the provisions of Section (8)(c) preceding, Company's damages are difficult or impossible to ascertain, therefore, the foregoing provisions providing for individual Node cancellation liability of Customer, Deficiency Charges and/or Plan Termination Charges are intended to establish liquidated damages in the event of an early termination of individual ports subject to a Revenue Plan, a deficiency in the Minimum Monthly Commitment or termination of a Revenue Plan prior to fulfilling the Minimum Monthly Commitment for each and every month of the Customer Commitment Period and do not represent a penalty of any kind.

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - During the Customer Commitment Period, Customer shall have the option to obtain pricing for all Qualifying Metro Frame Relay Service which is equal to Company's then-current pricing, (i.e., Base Rates and discounts) under this Tariff for Qualifying Metro Frame Relay Service ("Published Price") upon the conditions of the Price Protection Plan described in Section K preceding with the following exceptions. Customer must elect to exercise such option within thirty (30) days following Company's notice of an adjustment to Company's Published Price. The Price Protection Plan will be available to Customer, provided Customer is not in default of its obligations pursuant to this Tariff and will apply to Qualifying Metro Frame Relay Service.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service (cont'd)
 - Revenue Plan Arrangements (cont'd)

10.(Cont.)

(a) If Customer elects to exercise such option at any time following the Commencement Date and continuing for a period ending twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute an amendment to the Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The amendment to the Revenue Plan agreement will set forth the then-current Published Price for all Qualifying Metro Frame Relay Service. The adjustment, if any, of the monthly recurring charges for Qualifying Metro Frame Relay Service will have an effective date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of such amendment to Company.

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - 10. (Cont.)
 - (b) If Customer elects to exercise such option at any time within a period of twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute a superseding Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The superseding Revenue Plan agreement will set forth (a) the then-applicable Published Price for all Qualifying Metro Frame Relay Service, (b) a Minimum Monthly Commitment equal to or greater than the then current Minimum Monthly Commitment, and (c) a revised Customer Commitment Period of at least one (1) year. The new Revenue Plan will have an effective date not later than the first day of the calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of the new Revenue Plan agreement to Company.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - 11. Notwithstanding any provisions of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, Customer may cancel and upgrade Qualifying Metro Frame Relay Service, to higher speed Qualifying Metro Frame Relay Service ("Replacement Metro Frame Relay Service"), without being subject to any cancellation charge relevant to Company's Metro Frame Relay Service pursuant to this Tariff under the following conditions:
 - (a) Customer provides Company with a minimum forty-five (45) calendar days notice prior to the effective date of such cancellation and concurrently therewith submits a Service Order for Replacement Metro Frame Relay Service having a Requested Service Date therefor concurrent with the effective date of such cancellation;
 - (b) The Replacement Metro Frame Relay Service is available; and,

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - 11. Notwithstanding any provisions of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, Customer may cancel and upgrade Qualifying Metro Frame Relay Service, to higher speed Qualifying Metro Frame Relay Service ("Replacement Metro Frame Relay Service"), without being subject to any cancellation charge relevant to Company's Metro Frame Relay Service pursuant to this Tariff under the following conditions:
 - (a) Customer provides Company with a minimum forty-five (45) calendar days notice prior to the effective date of such cancellation and concurrently therewith submits a Service Order for Replacement Metro Frame Relay Service having a Requested Service Date therefor concurrent with the effective date of such cancellation;
 - (b) The Replacement Metro Frame Relay Service is available; and,

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - L. Revenue Plan Arrangements (cont'd)
 - 11. (Cont.)
 - (c) The cities served by the Metro Frame Relay Service affected by the upgrade continue to be served by the Replacement Metro Frame Relay Service.
 - (d) Customer will be liable for costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation, provided Company notifies Customer of such costs within a reasonable time following receipt of Customer's Service Order to effect a cancellation under this Section and obtain Replacement Metro Frame Relay Service and Customer does not cancel the Service Order in question.

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - M. Warranties
 - 1. Frame Relay Service Satisfaction Warranty

New Customers or Customers desiring subscription to frame relay service which had not previously been available under this Tariff will obtain Company's Frame Relay Service Satisfaction Warranty (the "SSW") subject to the requirements described below.

- (a) The Term for the Metro Frame Relay Service must be at least one (1) year.
- (b) A detailed description of Customer's prior network configuration for service which is converted to Metro Frame Relay Service (the "Prior Network Configuration") must be attached to the SSW. The description of the Prior Network Configuration shall include (for each circuit or connection): (i) the IXC speed (in the case of Private Line) or port speed (in the case of frame relay); (ii) the intraLATA port speed; (iii) the local access speed at each relevant Customer premise; (iv) the location address for each Customer premise; and, (v) the name of the carrier which provided services to Customer under the Prior Network Configuration.

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - M. Warranties (Cont.)
 - 1. Frame Relay Service Satisfaction Warranty (Cont.)
 - (C) Complete Orders must be signed and submitted on or before ninety (90) calendar days from the date of the SSW.
 - (d) Orders must have a Requested Service Date occurring on or before one hundred and twenty (120) calendar days from the date of the SSW.
 - (e) Company warrants to Customer that Customer may cancel Metro Frame Relay Service by written notice to Company at any time within the first one hundred and twenty (120) calendar days following the date of the SSW without incurring any cancellation charge or further liability whatsoever with respect to such Service after the effective date of cancellation. Customer will, however, be liable for charges for Metro Frame Relay Service provided through the date of cancellation. Metro Frame Relay Service may be canceled for any reason, however, Customer agrees to either describe the reason for cancellation or state that no reason for cancellation exists.

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - M. Warranties (cont'd)
 - 1. Frame Relay Service Satisfaction Warranty (cont'd)
 - (f) In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes DS-0, DDS, FT-1 or DS-1 (or greater level) service (collectively "Private Line Service"), and/or frame relay service, Company agrees to pay Customer to revert the canceled Metro Frame Relay Service back to Customer's Prior Network Configuration (the "Switch Back") as provided below:

If Customer's Prior Network Configuration includes Private Line service provided by Company, then, for such service, Customer will not be charged any IXC installation charges or local access installation charges associated with the Switch Back.

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - Μ. Warranties (cont'd)
 - Frame Relay Service Satisfaction Warranty (cont'd)
 - (f) (Cont.)

If Customer's Prior Network Configuration includes Private Line Service provided by carrier(s) other than Company (the "Prior Carrier"), then, for such service, Company will (a) reimburse Customer the Prior Carrier's published or tariffed local access installation charges and Private Line Service installation charges directly related to the Switch Back (the "Qualified Charges") up to an amount per circuit (as described below) based on the level of Private Line Service for each relevant circuit in Customer's Prior Configuration (the "Private Line Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following notice of cancellation or within a period which is mutually agreed by Company and Customer.

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- 5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - M. <u>Warranties</u> (cont'd)
 - 1. Frame Relay Service Satisfaction Warranty (cont'd)
 - (f) (Cont.)

LEVEL OF PRIVATE LINE SERVICE	PRIVATE LINE SWITCH BACK REIMBURSEMENT LIMIT PER CIRCUIT					
DS-0	Uр	to	\$2,000	in	Qualified	Charges
DDS	Üр	to	\$2,500	in	Qualified	Charges
FT-1	Uр	to	\$4,500	in	Qualified	Charges
DS-1	Uр	to	\$5,000	in	Qualified	Charges
Greater than DS-1	αU	to	\$7,000	in	Oualified	Charges

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- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - M. Warranties (cont'd)
 - 1. Frame Relay Service Satisfaction Warranty (cont'd)
 - (g) In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes frame relay service which was provided by a Prior Carrier, Company will (a) reimburse Customer the Qualified Charges up to an amount per network node (as described below) based on the node speed for each relevant port in Customer's Prior Configuration ("Frame Relay Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following written notice of cancellation or within a period which is mutually agreed by both Company and Customer.

FRAME RELAY	SWITCH BACK
NETWORK PORT SPEED	REIMBURSEMENT LIMIT PER PORT
56/64 Kbps Greater than 56/64K	Up to \$1,500 in Qualified Charges
but less than 1.5 Mbps	Up to \$2,500 in Qualified Charges
1.5 Mbps	Up to \$5,000 in Qualified Charges
Greater than 1.5 Mbps	Up to \$6,000 in Qualified Charges

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¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

- 5. <u>SERVICE DESCRIPTIONS AND CHARGES</u> (Cont'd)
 - 5.4 Other Service Arrangements (Cont'd)
 - 15. Metro Frame Relay Service1 (cont'd)
 - M. Warranties (cont'd)
 - 1. Frame Relay Service Satisfaction Warranty (cont'd)
 - (h) Any Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement due hereunder as described above shall be due and payable to Customer on or before sixty (60) calendar days from Customer's presentment to Company of a written statement of Qualified Charges and reasonable evidence of payment to the Prior Carrier (e.g., canceled check/receipt) by Customer.
 - (I) Payment of the Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement shall, at Customer's option and as indicated in Customer's statement of Qualified Charges, be made by either (i) a credit against a Customer's then-current charges for services provided by Company, if any; or, (ii) a check drawn on a United States bank and payable in United States dollars.

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